



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

NETWORK MANAGEMENT & SUPPORT

CATS TORFP PROJECT NUMBER J02P2600015

**Maryland Department of Transportation
State Highway Administration**

ISSUE DATE: March 30, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 – Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

| | |
|--|---|
| TORFP NAME: | Network Management & Support |
| FUNCTIONAL AREA: | FA1 – Enterprise Service Provider |
| TORFP ISSUE DATE: | March 30, 2006 |
| Closing Date and Time: | April 24, 2006 at 9:00 a.m. |
| TORFP Issuing Office: | Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Information Technology (OIT) |
| Questions and Proposals are to be sent to: | TO Procurement Officer - Melissa Barnes Email Address: mbarnes@sha.state.md.us MDOT Contracts Manager – Peter Arrey Email Address: parrey@mdot.state.md.us Telephone Number: (410) 865-1372 MDOT Contracts Administrator – Carl Stein Email Address: cstein@mdot.state.md.us Telephone Number: (410)-865-1315 |
| TO Procurement Officer: | Melissa Barnes Technical Services Division Chief – OIT Office Phone: (410) 545-8650 Office FAX: (410) 209-5017 |
| TO Manager: | Mark Habighurst Office Phone: (410) 545-8655 FAX: (410) 209-5017 |
| Project Number: | J02P2600015 |
| TO Type: | Time and Materials |
| Period of Performance: | Two years with one 1-year renewal option |
| MBE Goal: | 30% |
| Primary Place of Performance: | SHA, 707 N. Calvert St., Baltimore, MD 21202 |
| State Furnish Work Site and/or Access to Equipment, Facilities or | Office Desk Space and networked PC with email and software applications for on-site staff. |

| | |
|------------------------------------|---|
| Personnel: | |
| TO Pre-Proposal Conference: | April 11, 10:00 a.m. MDOT Headquarters – Harry Hughes Conference Room 7201 Corporate Center Dr. Hanover, Md. 21076 (See Attachment 6 for directions) |

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Network Management & Support

TORFP No.: J02P2600015

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the TORFP is not something we ordinarily provide.
- We are inexperienced in the services required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of a Task Order Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
-

Other: _____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the REMARKS section below.

REMARKS:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ - ____ email _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The MDOT Contracts Manager and the TO Procurement Officer have the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.14 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 – Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer and the MDOT Contracts Manager will not accept submissions after the stated date and exact time. The time will be local time as determined by SHA OIT's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J02P2600015. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J02P2600015 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J02P2600015 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at SHA, 707 N. Calvert Street, Baltimore, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed five (5) times the total TO Agreement amount established.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, SHA INFORMATION, AND BACKGROUND

2.1.1 PURPOSE

The Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Information Technology (OIT) is issuing this CATS TORFP to obtain network engineering services to manage and support SHA's IT network-based assets. The TO Contractor may be required to provide up to two individuals to provide these services.

2.1.2 SHA INFORMATION

The State Highway Administration is responsible for all interstates, U.S. and Maryland numbered routes excluding those in Baltimore City and toll facility maintained highways. The state system includes approximately 6,000 centerline miles, (16,064 lane miles) of highways and 2,400 bridges, connecting all regions of the state.

The SHA Business Plan is available online at:

<http://www.marylandroads.com/aboutus/shabusinessetnl.pdf>. It includes the following mission, vision and values of SHA:

State Highway Administration Mission: Efficiently provide mobility for our customers through a safe, well-maintained and attractive Highway system that enhances Maryland's communities, economy and environment.

State Highway Administration Vision: "Providing our customers with a world class highway system"

State Highway Administration Values: State Highway Administration employees embrace values that complement our vision and mission. We value excellence in:

Our People: SHA employees are energetic, loyal, and supportive of one another. We encourage each other to reach our highest potential and are committed to gaining the skills, knowledge, and training to achieve our goals.

Our Work

As a team, we strive to know the needs of our internal and external customers. We fulfill commitments in a timely and accurate manner, using resources responsibly, and observing all legal, moral, and ethical standards.

Our Relationships

We value each other's opinions and ideas as well as those of our customers. We earn the respect and trust of our internal and external customers through fairness, honesty, integrity, and open communication. We accept responsibility and are accountable for our performance.

Our Work Environment

SHA provides a professional environment that is committed to putting the safety of its people and customers first. We strive to continually improve the workplace by rewarding accomplishments and encouraging employee involvement at all levels of the organization.

2.1.3 BACKGROUND

The Maryland Department of Transportation has a Network Management Services (NMS) contract to manage the Department-wide network infrastructure, to ensure network security, and to manage email and file/print services across the network. (See Attachment 9 for a description of SHA's portion of the MDOT network.) Since SHA is the largest component of MDOT, maintains over forty facilities across the state, and relies upon the network to transmit emergency operations information, it has been SHA's practice to supplement the services provided by the NMS contractor with its own resources. SHA's network staff also supports an increasing number of network-based components which are outside the scope of the NMS contract.

The SHA OIT recognizes that with the advent of client-server and web-based systems, the end-user community expects 100% up-time and near instantaneous response time. As all of State government is expected to accomplish an increasing workload with diminished staffing, it is incumbent upon the OIT to assist our internal customers to work as efficiently as possible. The OIT places high expectations upon our staff in terms of deploying well-engineered systems and providing expert resolution of problems. The growth of systems supported by OIT, coupled with the continued expectation that OIT staff will provide "first responder" services to network failures, is driving a need for additional network engineering resources.

2.2 PROFESSIONAL DEVELOPMENT

Networking technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by SHA or anticipated to be implemented by SHA in the near future. With SHA prior approval, the time allocated to these continuing education activities for staff deployed to SHA on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

- (A) Install and configure a Microsoft Windows server, for use as an application server, web server or database server.
- (B) Recover a failed server.
- (C) Ensure servers are current with firmware, drivers, patches and security updates.
- (D) Secure a server for local and remote access
- (E) Create/restore an image of a server.
- (F) Oversee the administration of user accounts.
- (G) Troubleshoot server network connectivity issues.
- (H) Configure a backup job to run on a specified schedule.
- (I) Restore a directory from a previous backup session.
- (J) Create network printer queues and assign appropriate access.
- (K) Research, lab test, document and make recommendations to the SHA Network Manager on a variety of new network related technologies that could be

implemented at SHA.

(L) Work in cooperation with the current MDOT NMS contractor.

(M) Attend internal SHA staff meetings as requested.

2.4 WORK HOURS

(A) The TO Contractor's assigned personnel will work an eight-hour day (8:00 am to 4:30 pm), Monday through Friday except for State holidays.

(B) Once assigned, and personnel have demonstrated an understanding of the SHA infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-business hours support. Typically, personnel assigned to SHA network engineering services are required to be on-call 24 hours a day for a seven day period, one week out of every four to five weeks. On-call hours must be billed based on actual time worked in response to an incident, at the rates proposed. Travel time may be included **if** the individual has already left the work-site and **if** the incident cannot be addressed remotely. "Stand-by" hours are not required and should not be billed.

(C) Services may also involve some evening and/or weekend hours performing planned system upgrades, in addition to core business-day hours. Hours performing system upgrades must be billed based on actual time worked at the rates proposed.

2.5 DELIVERABLES:

(A) Personnel

The TO Contractor shall be responsible for providing on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

(B) Weekly Status Report

At the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager a status report that summarizes the following:

- Assigned work efforts and status (completed, in progress, on-hold) and issues identified.
- Emergency work efforts and issues identified.
- Proposed activities for the upcoming workweek.
- Hours worked by individual TO Contractor personnel.

2.6 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology work, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting work execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at:
www.dbm.maryland.gov - keyword: SDLC.

- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The Transportation Enterprise Data Network standards and MDOT Configuration Control Board procedures.
- F) The TO Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for all assigned personnel performing services under this TO.

2.7 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS AND CERTIFICATIONS

Individuals proposed for this TORFP must have at least three years of experience and possess a current certification as a Microsoft Certified Systems Engineer (MCSE). In lieu of the MCSE certification, SHA will consider individuals who have at least five years of progressively more complex experience configuring and supporting Microsoft Windows servers.

The required experience must be in the following technical areas:

- Working knowledge of a complete network environment
- Windows Server 2003
- Active Directory
- TCP/IP and DNS
- Microsoft Exchange 2003
- Server Security
- Backup and Recovery Methods
- File and Print Services
- Terminal Services
- Storage Area Network & Switch Architecture, including knowledge of volumes/partitions, disk sets, arrays, RAID, storage pools, fibre channel, and data/storage routers
- Rack-mounting / moving network equipment
- Monitoring server performance, utilizing MOM (Manager of Managers) and Insight Manager by HP
- Creating and updating network policies and procedures and related documentation

2.8 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

2.9 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a schedule consistent

with evaluations of SHA personnel for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 10. The TO Contractor personnel must maintain at least an “Exceeds Standards” in each major category of the performance evaluation (i.e., Dependability, Job Knowledge, etc.) and at least a “Meets Standards” in all individual criteria (i.e., Punctuality, Tact, etc.) If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue.

2.10 NON PERFORMANCE OF PERSONNEL

In the event that SHA is dissatisfied with the TO Contractor’s personnel for not performing to the standards specified in Section 2.9, the TO Manager, with the approval of the MDOT Contract Manager, may request that Contractor personnel be removed or substituted. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.11 SUBSTITUTION OF PERSONNEL

The TO Contractor shall propose only staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract.

2.12 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports (Deliverable 2.5B). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

On-call hours and upgrades performed during non-business hours would be billed based on actual time worked.

2.12.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify MDOT SHA, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours, and copies of the weekly status reports) submitted for payment to MDOT SHA at the following address:

Frank Vasilios
State Highway Administration – MS C-605
P.O. Box 717
Baltimore, MD 21202-0717

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.13 MBE

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the Master Contract. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the State Highway Administration, at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the State Highway Administration. The State Highway Administration will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. Contractors shall email completed forms to the State Highway Administration at SHAMBEreport@SHA.STATE.MD.US .

2.14 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated through the MDOT Contract Management Office. The TO Contractor and the Department shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is approved by MDOT Contract Management Office and DBM and executed by the MDOT Contracts Manager.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certify that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.7.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) MBE Participation

- 1) Submit completed MBE Documents Attachment 2, Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.

- b) Name, title, and telephone number of point-of-contact for the reference.
- c) Type and duration of contract(s) supporting the reference.
- d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
- e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1 including:

The Offeror should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, MDOT/SHA will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance:

- Experience of the Master Contractor's proposed personnel performing the duties and responsibilities required in Section 2.3.
- The experience and certifications required in Section 2.7, of the Master Contractor's proposed personnel.
- The Master Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.7 of the TORFP. Master Contractors proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.

4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the MDOT Contracts Manager or Contract Administrator of not being selected to perform the work.

4.3.3 The State will require interviews with all qualified personnel proposed by each of the qualified Master Contractors. In order to ensure as timely an evaluation process as possible, the State will begin conducting interviews one week after receipt of proposals. The number of days for interviews will be dependent upon the number of proposals received. The State will notify all Master Contractors by email of specific dates and contact information for scheduling. Master Contractors must ensure that proposed personnel will be available for the interview in order for their technical proposals to be considered for award.

4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the MDOT Contracts Manager.

ATTACHMENT 1 - SAMPLE PRICE PROPOSAL

**PRICE PROPOSAL FOR CATS TORFP # J02P2600015
LABOR CATEGORIES**

| Labor Categories | A | B | C |
|---|-------------------|----------------------------|---------------------------------|
| | Hourly Labor Rate | Total Class Hours Annually | Total Proposed CATS TORFP Price |
| (Insert Proposed Labor Categories for this TORFP) | \$ | | \$ |
| <i>Year #1:</i> | | | |
| Resource #1 | \$ | 2000 | \$ |
| Resource #1 | \$ | 500* | \$ |
| Resource #2 | \$ | 2000 | \$ |
| Resource #2 | \$ | 500* | \$ |
| <i>Year #2:</i> | | | |
| Resource #1 | \$ | 2000 | \$ |
| Resource #1 | \$ | 500* | \$ |
| Resource #2 | \$ | 2000 | \$ |
| Resource #2 | \$ | 500* | \$ |
| <i>Year #3 (Optional):</i> | \$ | | \$ |
| Resource #1 | \$ | 2000 | \$ |
| Resource #1 | \$ | 500* | \$ |
| Resource #2 | \$ | 2000 | \$ |
| Resource #2 | \$ | 500* | \$ |
| Total Evaluated Price | | | \$ |

* Labor rate for evening and/or weekend hours.

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MBE FORMS

**ATTACHMENT 2 - FORM D-1
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION
AFFIDAVIT**

In conjunction with the bid or offer submitted in response to CATS TORFP No. J02P2600015, I affirm the following:

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of **30 (thirty)** percent. I commit to make a good faith effort to achieve this goal.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond, as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Master Contractor Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 2 - FORM D-2
MBE OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the TO Proposal submitted in response to CATS TORFP No. J02P2600015, I state the following:

1. Master Contractor identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Master Contractor made the following attempts to contact personally the solicited MBEs:
4. Master Contractor assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)
5. This project does not involve bonding requirements.
6. Master Contractor did/did not attend the pre-bid conference
 No pre-bid conference was held.

| | | |
|------------------------|-----|----------------------|
| Master Contractor Name | By: | Authorized Signature |
| Address | | Name, Title |
| Date | | |

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 2 - FORM D-3 MBE PARTICIPATION SCHEDULE

| | |
|--|------------------------------|
| Master Contractor (Firm Name, Address, Phone) | Project Description |
| Project Number: J02P2600015 | Total Contract Amount \$ |
| List Information For Each Certified MBE Subcontractor On This Project | |
| A. Minority Firm Name, Address, Phone | |
| MBE Classification: _____ | |
| MBE Certification Number | |
| Work To Be Performed | |
| Project Commitment Date | Project Completion Date |
| Agreed Dollar Amount | Percentage Of Total Contract |
| B. Minority Firm Name, Address, Phone | |
| MBE Classification: _____ | |
| MBE Certification Number | |
| Work To Be Performed | |
| Project Commitment Date | Project Completion Date |
| Agreed Dollar Amount | Percentage Of Total Contract |
| C. Minority Firm Name, Address, Phone | |
| MBE Classification: _____ | |
| MBE Certification Number | |
| Work To Be Performed | |
| Project Commitment Date | Project Completion Date |
| Agreed Dollar Amount | Percentage Of Total Contract |
| D. Minority Firm Name, Address, Phone | |
| MBE Classification: _____ | |
| MBE Certification Number | |
| Work To Be Performed | |
| Project Commitment Date | Project Completion Date |
| Agreed Dollar Amount | Percentage Of Total Contract |

MBE Firms Total Dollar Amount Overall \$ _____
 MBE Firms Total Percentage Overall _____%
 African American MBE Dollar Amount \$ _____
 African American MBE Percentage _____%
 Women MBE Dollar Amount \$ _____

Women MBE Percentage _____%
 List Additional MBE Subcontractors or Provide
 Any Additional Comments on Separate Paper.

Document Prepared By: (Please print or type)

Name: _____ Title: _____

SUBMIT WITHIN 10 DAYS OF NOTIFICATION OF AWARD

ATTACHMENT 2- FORM D-4
SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in
Master Contractor Name

conjunction with CATS TORFP No. J02P2600015, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which
Subcontractor shall:
(describe work)

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

Master Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date

Date

SUBMIT WITHIN 10 DAYS OF NOTIFICATION OF AWARD

ATTACHMENT 2 - FORMS D-5 AND D-6 MASTER CONTRACTOR REPORTING REQUIREMENTS

CATS TORFP# J02P2600015

These instructions are meant to accompany the customized reporting forms sent to you by the Contract manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the Contract Manager immediately.

1. **As the Master Contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for this contract. Part of that effort, as outlined in the RFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (Master Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.**
2. The Master Contractor must complete a separate form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February. With the approval of the contract manager, the report may be submitted electronically. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.**
3. The Master Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The Master Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize form D-6 (upper right corner of the form) for the subcontractor the same as the form D-5 was customized by the Contract Manager for the benefit of the Master Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. **It is the responsibility of the Master Contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the Master Contractor cannot and will not be given credit for subcontractor payments, regardless of the Master Contractor's proper submission of the form D-5. The contract manager will contact the Master Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The Master Contractor must promptly notify the contract manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE reporting requirements and/or failure to make a good faith effort to meet the MBE goal(s) will cause the Master Contractor to have an unfavorable standing with the Department for future contracting opportunities.

SUBMIT AS SPECIFIED IN TORFP

ATTACHMENT 2 - FORM D-5
MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION
MASTER CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

| | |
|---|---|
| Report #: <u> 1 </u> Reporting Period (Month/Year): <u> </u> / <u> </u> <p style="text-align: center;">Report Due By the 15th of the following Month.</p> | CATS TORFP # J02P2600015 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt. _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____ |
|---|---|

| | | | |
|---|------|---|------|
| Master Contractor: | | Contact Person: | |
| Address: | | | |
| City: | | State: | ZIP: |
| Phone: | FAX: | | |
| Subcontractor Name: | | Contact Person: | |
| Phone: | FAX: | | |
| Subcontractor Services Provided: | | | |
| List all payments made to MBE subcontractor named above during this reporting period. 1. 2. 3. 4. Total Dollars Paid: \$ _____ | | List dates/amounts of any unpaid invoices received from subcontractor during this reporting period. 1. 2. 3. 4. Total Dollars Unpaid: \$ _____ | |

**If more than one MBE subcontractor is used for this contract please use separate forms.

Return one (1) copy of this form to each of the following addresses:

| | |
|---|--|
| Frank Vasilios Office of Information Technology State Highway Administration P.O. BOX 717, MS C-605 Baltimore, MD 21203-0717 Email: SHAMBEreport@SHA.STATE.MD.US | Melissa Barnes, Chief – Technical Services Division Office of Information Technology State Highway Administration P.O. BOX 717, MS C-605 Baltimore, MD 21203-0717 Email: mbarnes@sha.state.md.us |
|---|--|

Signature: _____ Date: _____

THIS FORM IS TO BE COMPLETED MONTHLY BY THE MBE CONTRACTOR.

ATTACHMENT 2 - FORM D-6
MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT
MINORITY BUSINESS ENTERPRISE PARTICIPATION
SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

| | |
|---|---|
| Report # _____ 1 _____ Month/Year _____ <p style="text-align: center;">Report Due By the 15th of the following Month.</p> | CATS TORFP # J02P2600015 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt. _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____ |
|---|---|

| | | |
|---|---|-----------------|
| MBE Subcontractor Name: | | |
| MDOT Certification # | | |
| Contact Person | | |
| Address: | | |
| City | State: | ZIP: |
| Phone: | FAX: | |
| Subcontractor Services Provided: | | |
| List all payments received from Master Contractor in the preceding 30 days. 1. 2. 3. Total Dollars Paid: \$ _____ | List dates and amounts of any outstanding invoices. 1. 2. 3. Total Dollars Unpaid: \$ _____ | |
| Master Contractor Name: | | Contact Person: |

Return one (1) copy of this form to each of the following addresses:

| | |
|---|--|
| Frank Vasilios Office of Information Technology State Highway Administration P.O. BOX 717, MS C-605 Baltimore, MD 21203-0717 Email: SHAMBEreport@SHA.STATE.MD.US | Melissa Barnes, Chief – Technical Services Division Office of Information Technology State Highway Administration P.O. BOX 717, MS C-605 Baltimore, MD 21203-0717 Email: mbarnes@sha.state.md.us |
|---|--|

Signature: _____ Date: _____

THIS FORM IS TO BE COMPLETED MONTHLY BY THE MBE CONTRACTOR.

ATTACHMENT 3 - TASK ORDER AGREEMENT

CATS TORFP # J02P2600015.
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this day day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Department of Transportation, State Highway Administration.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the State Highway Administration, as identified in the CATS TORFP # J02P2600015.
 - b. “CATS TORFP” means the Task Order Request for Proposals # J02P2600015, dated March 30, 2006, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. “TO Procurement Officer” means Melissa Barnes. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Maryland Department of Transportation, (State Highway Administration) and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Mark Habighurst of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated April 24, 2006 – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated April 24, 2006 – FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
- a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- 2.3 The TO Procurement Officer, with approval of the MDOT Contracts Manager, may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of two years, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$**total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Frank Vasiliou, State Highway Administration – MS C-605, P.O. Box 717, Baltimore, MD 21202-0717

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DEPARTMENT OF TRANSPORTATION
Office of Transportation Technology Services

By: Peter N. Arrey, Contracts Manager

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)

| Proposed Individual's Name/Company: | How does the proposed individual meet each requirement? |
|---|--|
| LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME) | |
| Education: (Insert the education description from the CATS RFP from section 2.12 for the applicable labor category.) | |
| Experience: (Insert the experience description from the CATS RFP from section 2.12 for the applicable labor category.) | |
| Duties: (Insert the duties description from the CATS RFP from section 2.12 for the applicable labor category.) | |

The information provided on this form for this labor class is true and correct to the best of my knowledge:

TO Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters
7201 Corporate Center Dr.
Hanover, Md. 21076
Harry Hughes Conference Room

Due to Space Limitations and the potential for a large number of vendors attending, please limit attendance to one (1) person from each prime interested in submitting a proposal.

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 7- NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #J02P2600015 for Network Management & Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to the TO Procurement Officer MDOT, SHA, OIT on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its State Highway Administration (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for Network Management & Support TORFP No. J02P2600015 dated March 30, 2006, (the "TORFP" issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding _____ (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

State Highway Administration:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

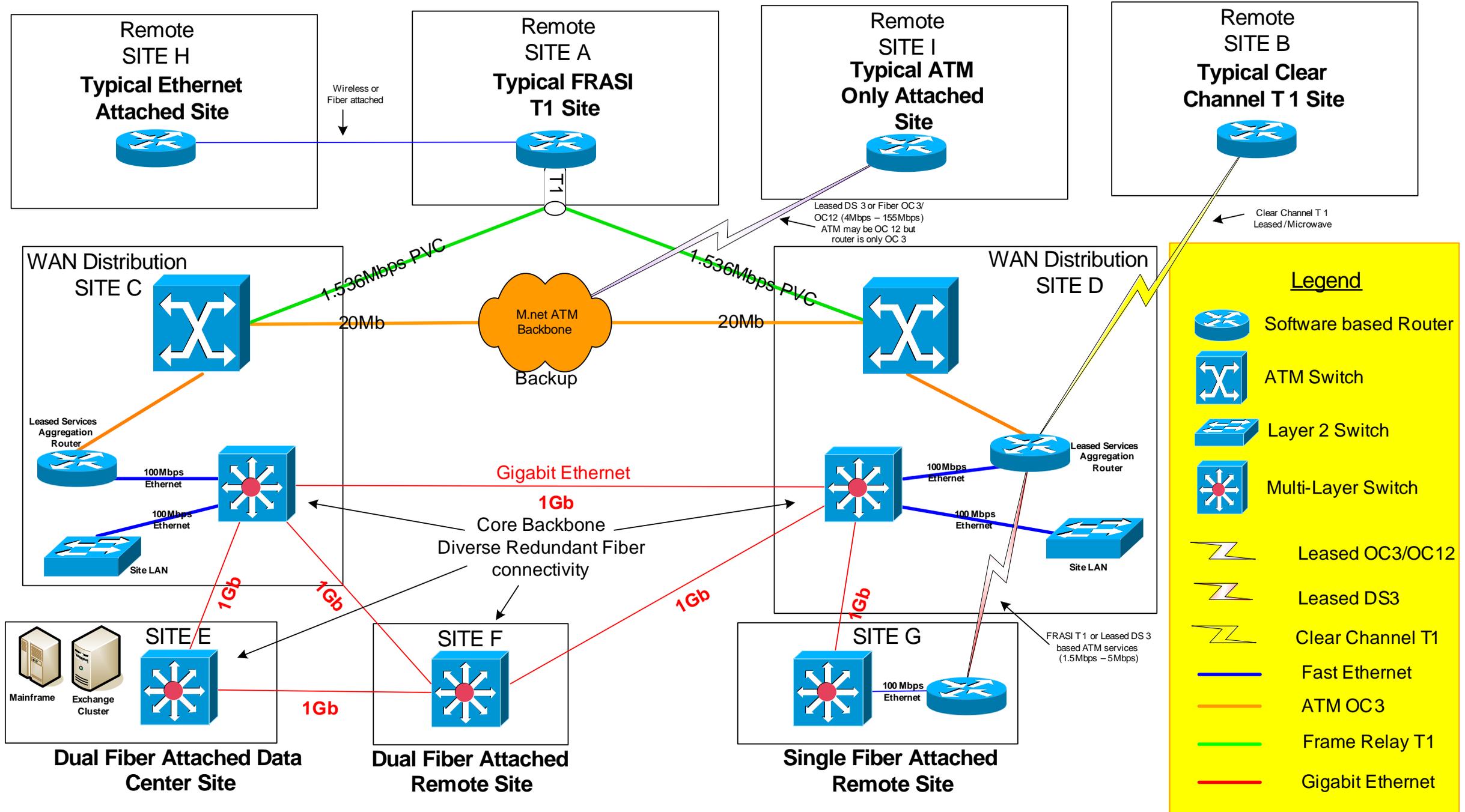
**Printed Name and Address
of Employee or Agent**

Signature

Date

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

ATTACHMENT 9 – CONCEPTUAL OVERVIEW OF THE MDOT WAN & SHA SITE INFORMATION



Attachment 9, Continued

| SHA Sites | WAN Connection Type | Bandwidth | Site Type (Reference MDOT WAN Conceptual Drawing) |
|-------------------|---------------------|-----------|---|
| HQ | Gig Ethernet | 1000M | G |
| District 1 | | | |
| Snowhill | T1 Frame Relay | 1.5M | A |
| Cambridge | T1 Frame Relay | 1.5M | A |
| Pranne | T1 Frame Relay | 1.5M | A |
| Salisbury | ATM DS3 | 4M | I |
| District 2 | | | |
| Centreville | T1 Frame Relay | 1.5M | A |
| Denton | T1 Frame Relay | 1.5M | A |
| Easton | T1 Frame Relay | 1.5M | A |
| ERL | T1 Frame Relay | 1.5M | A |
| Chestertown | T1 Frame Relay | 1.5M | A |
| District 3 | | | |
| Gaithersburg | T1 Clear Channel | 1.5M | A |
| Laurel | T1 Clear Channel | 1.5M | A |
| Fairland | T1 Clear Channel | 1.5M | A |
| Marlboro | T1 Clear Channel | 1.5M | A |
| Leonard | T1 Frame Relay | 1.5M | A |
| LaPlata | T1 Frame Relay | 1.5M | A |
| Greenbelt | ATM/OC3 | 155M | |
| District 4 | | | |
| West Friendship | T1 Frame Relay | 1.5M | A |
| Westminster | T1 Frame Relay | 1.5M | A |
| Golden Ring | T1 Clear Channel | 1.5M | A |
| Elkton | T1 Frame Relay | 1.5M | A |
| Churchville | T1 Frame Relay | 1.5M | A |
| Owings Mills | T1 Clear Channel | 1.5M | A |
| Hereford | T1 Clear Channel | 1.5M | A |
| Radio Shop | Gig Ethernet | 1000M | F |
| Brooklandville | ATM/OC3 | 155M | I |
| District 5 | | | |
| Prince Fredrick | T1 Frame Relay | 1.5M | A |
| Glen Burnie | T1 Frame Relay | 1.5M | A |
| Dayton | T1 Clear Channel | 1.5M | A |
| Annapolis | ATM/OC3 | 155M | I |
| District 6 | | | |
| Thurmont | T1 Frame Relay | 1.5M | A |
| WRL | T1 Frame Relay | 1.5M | A |
| Oakland | T1 Frame Relay | 1.5M | A |
| Hagerstown | T1 Frame Relay | 1.5M | A |
| Keysers Ridge | Ethernet | 10M | H |
| Lavale | T1 Frame Relay | 1.5M | A |
| Frostburg | T1 Frame Relay | 1.5M | A |
| District 7 | | | |
| FMTVent | Gig Ethernet | 1000M | G |
| Lane Police | ATM/DS3 | 5M | I |
| Hansoc | Gig Ethernet | 1000M | C,D |

ATTACHMENT 10 – PERFORMANCE EVALUATION

| DEPENDABILITY | | Far Exceeds | Exceeds | Meets | Below | Far Below | Raw Score |
|---|-------------|-------------|---------|--------|-------|-----------|-----------|
| Lateness, Punctuality | | 5 | | 3 | 2 | 1 | + |
| Compliance with TO Manager's Requirements for Pre-Approval of Leave | | 5 | | 3 | 2 | 1 | + |
| Total Raw Score | | | | | | | = |
| Total Raw Score | 10 | | | 6 - 5 | 4 - 3 | | 2 |
| Rating for Dependability | Far Exceeds | Exceeds | Meets | Below | | Far Below | |
| INITIATIVE | | Far Exceeds | Exceeds | Meets | Below | Far Below | Raw Score |
| Contribution | | 5 | 4 | 3 | 2 | 1 | + |
| Advancement in the field | | 5 | 4 | 3 | 2 | 1 | + |
| Total Raw Score | | | | | | | = |
| Total Raw Score | 10 - 9 | 8 - 7 | 6 - 5 | 4 - 3 | | | 2 |
| Rating for Initiative | Far Exceeds | Exceeds | Meets | Below | | Far Below | |
| INTERPERSONAL RELATIONSHIPS | | Far Exceeds | Exceeds | Meets | Below | Far Below | Raw Score |
| Customer Service | | 5 | 4 | 3 | 2 | 1 | + |
| Communication | | 5 | 4 | 3 | 2 | 1 | + |
| Cooperation | | | | 3 | 2 | 1 | + |
| Tact | | | | 3 | 2 | 1 | + |
| Adaptability to Change | | 5 | 4 | 3 | 2 | 1 | + |
| Total Raw Score | | | | | | | = |
| Total Raw Score | 21 - 20 | 19 - 17 | 16 - 13 | 12 - 8 | | | 7 - 5 |
| Rating for Interpersonal Relationships | Far Exceeds | Exceeds | Meets | Below | | Far Below | |
| WORK HABITS | | Far Exceeds | Exceeds | Meets | Below | Far Below | Raw Score |
| Meeting Target & Timetables | | 5 | 4 | 3 | 2 | 1 | + |
| Communication with TO Manager | | 5 | 4 | 3 | 2 | 1 | + |
| Use of Time | | 5 | 4 | 3 | 2 | 1 | + |
| Organization of Work Environment | | 5 | | 3 | 2 | 1 | + |
| Total Raw Score | | | | | | | = |
| Total Raw Score | 20 - 18 | 17 - 14 | 13 - 10 | 9 - 6 | | | 5 - 4 |
| Rating for Work Habits | Far Exceeds | Exceeds | Meets | Below | | Far Below | |

Attachment 10 Continued
Performance Evaluation

| JOB KNOWLEDGE | | Far Exceeds | Exceeds | Meets | Below | Far Below | Raw Score |
|-----------------------------------|-------------|-------------|---------|--------|-----------|-----------|-----------|
| Policies, Procedures, Practices | | 5 | 4 | 3 | 2 | 1 | + |
| Organizational Skills | | 5 | 4 | 3 | 2 | 1 | + |
| Equipment / Technology | | 5 | 4 | 3 | 2 | 1 | + |
| Terminology | | 5 | 4 | 3 | 2 | 1 | + |
| Total Raw Score | | | | | | | = |
| Total Raw Score | 20 - 18 | 17 - 14 | 13 - 10 | 9 - 6 | 5 - 4 | | |
| Rating for Job Knowledge | Far Exceeds | Exceeds | Meets | Below | Far Below | | |
| JOB QUALITY | | Far Exceeds | Exceeds | Meets | Below | Far Below | Raw Score |
| Timely Completion of Assignments | | 5 | 4 | 3 | 2 | 1 | + |
| Problem Solving | | 5 | 4 | 3 | 2 | 1 | + |
| Accuracy | | 5 | 4 | 3 | 2 | 1 | + |
| Work Process / Product / Services | | 5 | 4 | 3 | 2 | 1 | + |
| Working Under Pressure | | 5 | 4 | 3 | 2 | 1 | + |
| Total Raw Score | | | | | | | = |
| Total Raw Score | 25 - 23 | 22 - 18 | 17 - 13 | 12 - 8 | 7 - 5 | | |
| Rating for Job Quality | Far Exceeds | Exceeds | Meets | Below | Far Below | | |
| JOB QUANTITY | | Far Exceeds | Exceeds | Meets | Below | Far Below | Raw Score |
| Volume of Work | | 5 | 4 | 3 | 2 | 1 | + |
| Total Raw Score | | | | | | | = |
| Total Raw Score | 5 | 4 | 3 | 2 | 1 | | |
| Rating for Job Quantity | Far Exceeds | Exceeds | Meets | Below | Far Below | | |

Attachment 10 Continued
Performance Standards

| DEPENDABILITY | Evaluation | | | | |
|---|--|-------------------|--|--|---|
| | Far Exceeds Standards | Exceeds Standards | Meets Standards | Below Standards | Far Below Standards |
| Lateness, Punctuality | No lateness, always punctual | | Consistently punctual, an occasional lateness with no impact upon operations | Inconsistent in punctuality, <u>or</u> latenesses have impact upon operations | Frequently not punctual, <u>or</u> latenesses have adverse impact upon operations |
| Compliance with TO Manager's Requirements for Pre-Approval of Leave | Always complies with TO Manager's requirements for pre-approval of leave | | Usually complies with TO Manager's requirements | Inconsistent in compliance with requirements; minor violations of requirements | Frequently does not comply with requirements; several minor violations <u>or</u> a major infraction of requirements |

Attachment 10 Continued
Performance Standards

| INITIATIVE | Evaluation | | | | |
|--------------------------|--|--|--|---|--|
| | Far Exceeds Standards | Exceeds Standards | Meets Standards | Below Standards | Far Below Standards |
| Contribution | Always participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that have major impact | Consistently participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that are implemented | Frequently participates in problem solving and/or making operational improvements; contributes ideas and suggestions | Occasionally participates in problem solving and/or making operational improvements; rarely contributes ideas and suggestions | Rarely participates in problem solving and/or making operational improvements; never contributes ideas and suggestions |
| Advancement in the Field | Has applied concepts learned in training to improve operations of the organization/unit | Anticipates new technology or processes and plans training to improve knowledge and skills | Pursues training to maintain current certifications in technology or processes | Does not pursue training <u>or</u> learning new technology or processes but accepts training if assigned | Declines offers for training <u>or</u> to learn new technology or processes |

Attachment 10 Continued
Performance Standards

| INTERPERSONAL RELATIONSHIPS | Evaluation | | | | |
|--|---|---|---|--|---|
| | Far Exceeds Standards | Exceeds Standards | Meets Standards | Below Standards | Far Below Standards |
| Customer Service | Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request | Frequently goes beyond the requirements to ensure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request | Always courteous and congenial with external and internal customers; provides requested assistance and information to others in a prompt and courteous manner | Marginally courteous; provides requested assistance and information to others in a less than prompt <u>or</u> courteous manner | Occasionally discourteous; occasionally does not provide assistance and information to others in a prompt <u>or</u> courteous manner |
| Communication | Facilitates clear and effective communication among involved parties; accurately interprets and transmits communications | Communicates clearly and concisely with a high degree of accuracy | Communicates openly; participates in team discussions | Rarely communicates openly; rarely participates in team discussion | Communicates ineffectively and unclearly |
| Cooperation | | | Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit | Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains co-operative working relationships with team <u>or</u> with others inside and outside the work unit | Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains co-operative working relationships with team <u>or</u> with others inside and outside the work unit |

Attachment 10 Continued
Performance Standards

| INTERPERSONAL RELATIONSHIPS (Continued) | | | | | |
|--|---|---|---|--|---|
| | Far Exceeds Standards | Exceeds Standards | Meets Standards | Below Standards | Far Below Standards |
| Tact | | | Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people | Marginally polite and respectful; reluctantly considers the viewpoint of others | Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people |
| Adaptability To Change | Presents positive outlook on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes | Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes | Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes | Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes | Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes |

Attachment 10 Continued
Performance Standards

| WORK HABITS | Evaluation | | | | |
|----------------------------------|--|--|--|---|---|
| | Far Exceeds Standards | Exceeds Standards | Meets Standards | Below Standards | Far Below Standards |
| Meeting Targets & Timetables | Performs at levels better than targets; early with timetables and deadlines | Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events | Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events | Inconsistent in meeting targets, timetables <u>or</u> deadlines; inconsistent in promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events | Frequently does not meet targets, timetables, <u>or</u> deadlines; frequently lacks promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events |
| Communication with TO Manager | Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision | Always keeps TO Manager informed of key developments; responds quickly and appropriately to unanticipated delays or developments; works independently with minimal supervision | Consistently keeps TO Manager informed of key developments and/or delays; responds to routine developments appropriately; works with general supervision | Inconsistent in keeping TO Manager informed of delays <u>or</u> developments; some routine developments require supervisory guidance; requires close supervision | Frequently does not keep TO Manager informed of developments <u>or</u> delays; routine developments often require supervisory guidance; requires constant supervision |
| Use of Time | Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time | Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time | Completes all assigned work in time allocated; use of idle time does not interfere with work of others | Inconsistent in completing assigned work in time allocated; seldom completes additional tasks | Frequently does not perform regularly assigned work in time allocated; use of idle time negatively impacts work |
| Organization of Work Environment | Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment | | Consistently maintains clean, organized work environment; consistently practices and maintains safe work habits; consistently maintains and cares for equipment properly | Inconsistent in maintaining clean, organized work environment; inconsistent in practicing <u>or</u> maintaining safe work habits; inconsistent in properly maintaining <u>or</u> caring for equipment | Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain <u>or</u> care for equipment |

Attachment 10 Continued
Performance Standards

| JOB KNOWLEDGE | Evaluation | | | | |
|--|--|--|---|---|---|
| | Far Exceeds Standards | Exceeds Standards | Meets Standards | Below Standards | Far Below Standards |
| Policies/ Procedures/ Practices | Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them | Appropriately uses and interprets correct policies, procedures, and practices and occasionally makes recommendations to improve them | Appropriately uses correct policies, procedures, and practices | Inconsistently uses correct policies, procedures, and practices | Rarely uses correct policies, procedures, and practices |
| Organizational Skills | Systematically and innovatively manages activities, information and resources and makes recommendations for improvement | Systematically manages activities, information and resources and makes some recommendations for improvement | Proficiently manages activities, information and resources | Ineffectively manages some activities, information and resources | Rarely manages activities, information and resources |
| Equipment/ Technology | Develops and uses innovative applications of equipment/technology | Familiar with and appropriately uses equipment/technology | Basic familiarity with equipment/technology | Some understanding of the administration's or unit's equipment/technology | Little or no understanding of the administration's or unit's equipment/technology |
| Terminology | Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology | Familiar with and appropriately uses terminology of the administration and unit | Basic familiarity with terminology of the administration and unit | Some understanding of the administration's or unit's terminology | Little or no understanding of the administration's or unit's terminology |

Attachment 10 Continued
Performance Standards

| JOB QUALITY | Evaluation | | | | |
|-----------------------------------|---|---|---|---|---|
| | Far Exceeds Standards | Exceeds Standards | Meets Standards | Below Standards | Far Below Standards |
| Completion of Assignments | Works independently with broad direction and little or no follow up; self-motivated to complete assignments | Independently completes assignments with minimal direction and follow up | Independently completes assignments with routine supervision | Occasionally unable to complete assignments independently; requires frequent supervision and follow up | Requires direct supervision while performing all aspects of routine assignments |
| Problem Solving | Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems | Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions | Recognizes and analyzes routine problems and takes appropriate action | Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions | Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions |
| Accuracy | Work performed at the highest level of accuracy; errors extremely rare, always minor | Work performed at a high level of accuracy; errors usually minor in nature | Work performed at an acceptable level of accuracy | Work performed occasionally at an unacceptable level of accuracy; frequent errors | Work performed with frequent and recurrent errors in routine assignments |
| Work Process/ Product/Services | Develops highest quality work product or demonstrates highest quality of services | Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services | Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable standards | Has difficulty with work process/product/services; occasionally unable to meet an acceptable standard of quality | Rarely meets acceptable standards of quality |
| Working Under Pressure | Efficiently and effectively performs all assignments regardless of distractions or pressure situations | Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed | Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload | Low tolerance to some pressure situations or distractions which hinder job performance | Rarely able to work under pressure situations or handle distractions |

Attachment 10 Continued
Performance Standards

| JOB QUANTITY | Evaluation | | | | |
|-------------------------|---------------------------------------|---|---|--|------------------------------|
| | Far Exceeds Standards | Exceeds Standards | Meets Standards | Below Standards | Far Below Standards |
| Volume of Work | Always produces more than required | Frequently produces more than required | Produces the required volume of work | Occasionally fails to meet requirements | Rarely meets requirements |